

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SCOTTSDALE INSURANCE  
COMPANY, *as successor in interest to  
policies originally underwritten by  
Western Heritage Insurance Company,*  
Plaintiff,

– against –

RAZZAL HOSPITALITY AND  
MANAGEMENT, INC., R.J.E., *an infant  
under the age of 14 years by his M/G/G  
Andrea T.E.*, ANDREA T.E., *individually,*  
*and 2242 REALTY LLC,*  
Defendants.

**ORDER**

19 Civ. 2436 (ER)

RAMOS, D.J.:

On March 12, 2020, the Court dismissed the City of New York and the New York City Department of Homeless Services from this case. Doc. 68. On May 26, 2020, the Court entered default judgment against LCG Community Services. Doc. 80. That same day, the Court signed a stipulation among the plaintiff and defendants Razzal Hospitality and Management, Inc., R.J.E., Andrea T.E., and 2242 Realty, LLC that stipulated that the building owned by 2242 Realty was not covered by a certain insurance policy for which the plaintiff is responsible, that the policy does not provide coverage for injuries alleged by R.J.E. and Andrea T.E. in New York state court, and that the plaintiff has no duty to defend or indemnify Razzal in the state court action. Doc. 81. The stipulation did not dismiss any of these parties from this matter.

No action has occurred in this matter since that time and no open motions are before the Court. Furthermore, counterclaims by R.J.E. and Andrea T.E. remain pending against the plaintiff. Docs. 46, 47. The parties are ordered to file a status report by August 8, 2020, advising whether this matter may be voluntarily dismissed under Federal

Rule of Procedure 41(a). Failure to comply with this Order may result in sanctions including dismissal for failure to prosecute. *See* Fed. R. Civ. P. 41(b).

It is SO ORDERED.

Dated: July 24, 2020  
New York, New York

A handwritten signature in blue ink, appearing to read 'Edgardo Ramos', is written above a horizontal line.

EDGARDO RAMOS, U.S.D.J.